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No 61

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An ACT for vesting Two Acres of Land
in Walton upon Thames, in Trustees, to
be Sold and Conveyed to the Executors of
Samuel Dicker, Esq; for the Benefit of
Mary Delver, an Infant.

WHEREAS William Delver, of Walton upon Thames, in the County of Surry, Timber-Merchant, deceased, did in the Year One thousand Seven hundred and Fifty-three, purchase of Henry Palmer, Esq; divers Houses, with the Gardens, Lands, and Grounds thereto belonging, and also a Wharf called Walton Wharf, and a Field thereto adjoining, called Wharf Field, all situate and being in Walton upon Thames aforesaid, and the same were by Indentures of Lease and Release, bearing date respectively the Thirteenth and Fourteenth Days of July, One thousand Seven hundred and Fifty-three, in consideration of Seven hundred and fifty Pounds conveyed to the said William Delver and Thomas Brigstock Gent. therein named, and their Heirs, nevertheless as to the Estate of the said Thomas Brigstock, in Trust for the said William Delver and his Heirs; and they the said William Delver and Thomas Brigstock by his Direction in and by other Indentures of Lease and Release, dated the Sixteenth and Seventeenth Days of the same July, made a Mortgage in Fee of the same Premises unto Edward Wilson, of Newington, in the said County of Surry, Gentleman, in Consideration of Four hundred Pounds advanced and lent by him to the said William Delver, towards making up the Purchase Money, and for securing the Repayment thereof with Interest, at the Rate of Four Pounds and Ten Shillings per Cent. per Annum.

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And

And whereas in the Month of November, One thousand Seven hundred and Fifty-three, the said *William Delver* did contract with *Samuel Dicker*, late of *Walton upon Thames* aforesaid, Esq; deceased, to sell, and the said *Samuel Dicker* agreed to purchase the lower Part of the said *Wharf Field*, containing about half an Acre, for the Consideration or Sum of One hundred Pounds, which he the said *Samuel Dicker* then paid to the said *William Delver*, and was thereupon let into Possession of the said Premises so contracted for, but no Conveyance was then or at any time thereafter made to him thereof in Pursuance or Execution of the said Contract.

And whereas the said *William Delver* died on or about the Third Day of *May*, One thousand Seven hundred and Fifty-five, leaving Issue by *Anne Delver* his Wife (now *Anne Field*, Wife of *William Field*, of *Walton* aforesaid, Wharfinger) *Mary Delver* his Daughter and only Child, an Infant now under the Age of Eight Years; and upon his Death the Inheritance of the said Piece of Ground last mentioned to be contracted for, descended upon and vested in the said *Mary Delver* his Daughter, and Heir at Law. Subject nevertheless to the said Contract, and to the said Mortgage in Fee made of the said Premises (together with the other Lands and Tenements purchased of the said *Henry Palmer* as aforesaid) for securing Four hundred Pounds and Interest. And the said *Anne Delver*, soon after the Death of the said *William Delver* her Husband, made a Lease of the remaining Part of the *Wharf Field* aforesaid, containing about one Acre and an half, unto the said *Samuel Dicker*, for a Term of Years determinable on the Death of the said *Mary Delver* the Infant, under the Age of Twenty-one years, at the yearly Rent of Four Pounds Five Shillings.

And whereas the said *Samuel Dicker*, after the Purchase of the said half Acre in *Wharf Field* aforesaid from the said *William Delver*, formed and laid out the same together with a small Piece of Ground adjoining thereto, containing about One fifth Part of an Acre, being part of the Land leased to him by the said *Anne Delver*, and separated and divided from the same by a Pale Fence into a Lawn and Terras Walk at the End of the Garden belonging to the House of the said *Samuel Dicker*, in *Walton upon Thames* aforesaid, and as Part of the said Garden.

And whereas the said *Samuel Dicker* made his last Will and Testament in Writing, dated the Twenty-seventh Day of *December*, One thousand Seven hundred and Fifty-nine, and thereby gave and devised all his Houses, Lands, and real Estate at or near *Walton* aforesaid, (except *Walton Bridge* and the Tolls and Profits thereof) unto his Executors, and their Heirs, in Trust, to sell and dispose of the same for the best Price that they could get for the same, and directed that the Money arising

arising by such Sale should be considered as Part of his Personal Estate; and he made, constituted and appointed *Michael Atkins*, therein named, and *John Curtis* and *Mark Davis* of *Bristol*, Merchants, Executors of his said Will, which was proved by the said *John Curtis* and *Mark Davis* in the Prerogative Court of *Canterbury*.

And whereas, the said *John Curtis* and *Mark Davis* have contracted and agreed for the Sale of the said *Samuel Dicker's* Capital Messuage, with the Gardens, Ground, Terras Walk, and Appurtenances thereto belonging and therewith used and enjoyed in *Walton* aforesaid, as the same were in the Tenure, Possession, or Occupation of the said *Samuel Dicker*, upon very advantageous Terms; and by which, in case the said Contract can be carried into Execution, a great Augmentation will be made to his Estate given and devised by his Will for the Benefit of the Persons thereby intitled to the samee respectively.

And whereas, the said *John Curtis* and *Mark Davis*, at the Time of entering into the said Contract did apprehend and believe, that the said *Samuel Dicker* their Testator was, at the Time of his Death, seized of and entitled to all the Premises agreed by them to be sold in Fee Simple, and did not know that the said One Fifth Part of an Acre, Part of *Wharf Field* aforesaid, so taken into and made Part of the said Lawn and Terras, was comprized in the said Lease from the said *Ann Delver*; and as a good Title cannot be made of that Part of the said Premises so contracted and agreed to be sold, (and without which the said Contract cannot take Effect) by reason the Inheritance of the Premises is comprized in a Mortgage in Fee, and the Equity of Redemption thereof belongs to an Infant; the said *John Curtis* and *Mark Davis*, in order to avail themselves, and obtain the Benefit of the said Contract, are willing and desirous to become Purchasers of such Part of the *Wharf Field* as was leased to the said *Samuel Dicker* by the said *Ann Delver*, and to have a Conveyance of the Inheritance thereof, and do propose to pay for such Purchase, and also for the Conveyance and Confirmation of the other Part of the said Field, containing about Half an Acre so contracted to be sold by the said *William Delver* to the said *Samuel Decker*, and actually paid for by him as aforesaid the Sum of Two hundred Pounds, which is above Four Times the Value of the Inheritance thereof, exclusive of the Charge of obtaining an Act of Parliament for confirming such Purchase; and also to apply the said Sum of Two hundred Pounds towards paying off and discharging the said Mortgage made to the said *Edward Wilson* as aforesaid; but althuogh the executing the said Contract would manifestly be for the Benefit and Advantage of the said *Mary Delver* the Infant, yet by reason of the Minority of the said *Mary Delver*, the same cannot be effected without the Aid and Authority of Parliament.

Wherefore

Wherefore your Majesty's most dutiful and loyal Subjects, the said John Curtis, Mark Davis, William Field, and Ann his Wife, for herself, and for and on the Behalf of the said Mary Delver the Infant,

Do most Humbly beseech Your Most Excellent M A J E S T Y;

That it may be Enacted; And be it Enacted by the K I N G 's Most Excellent MAJESTY; by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the lower Part of the said Piece or Parcel of Ground called Wharf Field, containing about Half an Acre, situate and being in Walton aforesaid, so contracted and agreed to be sold by the said William Delver to the said Samuel Dicker as aforesaid, and also all that the remaining Part of the said Wharf Field so leased by the said Ann Delver to the said Samuel Dicker, for a Term of Years determinable as aforesaid, with their and every of their Rights, Members, and Appurtenances; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, and the Inheritance and Equity of Redemption thereof subject to the said Mortgage made to the said Edward Wilson as aforesaid, shall, from and after the One thousand Seven hundred said Sixty-two, be vested in and settled upon, and the same are hereby vested in and settled upon

their Heirs and Assigns, to the Use of them, their Heirs and Assigns for ever, upon Trust nevertheless, that they the said

and the Survivor of them, and the Heirs of such Survivor, upon Payment to them by the said John Curtis and Mark Davis, or the Survivor of them, or the Heirs of such Survivor, of the Sum of Two hundred Pounds, do, and shall grant, bargain, sell, and convey the said Lands and Premises hereby vested in them the said

and their Heirs, with their and every of their Rights, Members, and Appurtenances, unto and to the Use of the said John Curtis and Mark Davis, their Heirs and Assigns for ever, upon the Trusts, and for the Purposes mentioned and declared in and by the Will of the said Samuel Dicker deceased, of, and concerning all his Houses, Lands, and Real Estate, at or near Walton aforesaid.

And it is hereby further Enacted and Declared, That the said

and the Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed of the said Sum of Two hundred Pounds, the Consideration Money for such Purchase and Conveyance as aforesaid; for and towards the paying and discharging the said principal Sum

Sum of Four hundred Pounds, due and owing upon the said Mortgage so made to the said *Edward Wilson*, and the Interest due for the same as far as the same will extend and be sufficient for that Purpose, and to procure a Reconveyance from the said *Edward Wilson*, of the Inheritance of the said Lands and Premises, hereby vested in the said

unto, and to the Use of the said *John Curtis* and *Mark Davis*, their Heirs and Assigns, in order to enable them to sell, convey, and dispose of them, pursuant to and for the Purposes mentioned and declared in and by the Will of the said *Samuel Dicker*.

Provided also, and it is hereby further Enacted, That the said

or the Heirs, Executors, or Administrators of either of them, shall not be answerable or accountable for any Money to be received by virtue of the Trusts hereby vested in them as aforesaid, any otherwise than each Person for such Sum or Sums of Money as he shall respectively actually receive, and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them ; and also that the said

their respective Heirs,

Executors, and Administrators, shall and may, out of the Rents and Profits of the said Lands and Premises hereby vested in them as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves for all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain, or be put unto, in and about the Execution of the Trusts hereby in them reposed.

Saving always, to the KING's Most Excellent MAJESTY, his Heirs and Successors, and to all and every Person and Persons, Bodies Politic and Corporate, their respective Heirs, Successors, Executors, and Administrators, other than and except the said *Mary Delver* the Infant and her Heirs, and the right Heirs and Representatives of the said *William Delver* deceased, all such Right, Title, Interest, Claim, and Demand, of, in, to, and out of the Lands, Tenements, Hereditaments and Premises, hereby vested in Trust to be sold as aforesaid, as they, every, or any of them had before the passing this Act, or could or might have had and enjoyed, in case this Act had never been made.

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*Giving Two Acres of Land in
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veyed to the Executors of
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